

(b) *it must be made at a usual place or market for public sale if one is reasonably available and except in the case of goods which are perishable or threaten to decline in value speedily the seller must give the buyer reasonable notice of the time and place of the resale; and*

(c) *if the goods are not to be within the view of those attending the sale the notification of sale must state the place where the goods are located and provide for their reasonable inspection by prospective bidders; and*

(d) *the seller may buy.*

(5) *A purchaser who buys in good faith at a resale takes the goods free of any rights of the original buyer even though the seller fails to comply with one or more of the requirements of this section.*

(6) *The seller is not accountable to the buyer for any profit made on any resale. A person in the position of a seller (Section 2—707) or a buyer who has rightfully rejected or justifiably revoked acceptance must account for any excess over the amount of his security interest, as hereinafter defined (subsection (3) of Section 2—711).*

#### 2—707. “Person in the Position of a Seller.”

(1) *A “person in the position of a seller” includes as against a principal an agent who has paid or become responsible for the price of goods on behalf of his principal or anyone who otherwise holds a security interest or other right in goods similar to that of a seller.*

(2) *A person in the position of a seller may as provided in this Sub-title withhold or stop delivery (Section 2—705) and resell (Section 2—706) and recover incidental damages (Section 2—710).*

#### 2—708. Seller’s Damages for Non-Acceptance or Repudiation.

(1) *Subject to subsection (2) and to the provisions of this Sub-title with respect to proof of market price (Section 2—723), the measure of damages for non-acceptance or repudiation by the buyer is the difference between the market price at the time and place for tender and the unpaid contract price together with any incidental damages provided in this Sub-title (Section 2—710), but less expenses saved in consequence of the buyer’s breach.*

(2) *If the measure of damages provided in subsection (1) is inadequate to put the seller in as good a position as performance would have done then the measure of damages is the profit (including reasonable overhead) which the seller would have made from full performance by the buyer, together with any incidental damages provided in this Sub-title (Section 2—710), due allowance for costs reasonably incurred and due credit for payments or proceeds of resale.*

#### 2—709. Action for the Price.

(1) *When the buyer fails to pay the price as it becomes due the seller may recover, together with any incidental damages under the next section, the price*